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To Examiner Boutsikaris

Fax no. 571-273-2308 Phone no. \_\_\_\_\_

From Mitchell W. Shapiro Phone no. \_\_\_\_\_

Date June 7, 2005 Time \_\_\_\_\_

File no. U.S. Appl. 10/016,667 Pages including cover 4

Message

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XA-10158B

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

Motoi UEDA et al.

Appln. No.: 10/016,667

Group Art Unit: 2872

Filed: October 26, 2001

Examiner: Boutsikaris

For: OPTICAL GLASS FOR POLARIZING OPTICAL SYSTEM,  
PRODUCTION PROCESS THEREFOR AND POLARIZING  
BEAM SPLITTER

TERMINAL DISCLAIMER

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The owner, Nikon Corporation, of the entire interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. § 154 to § 156 and § 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,808,795. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

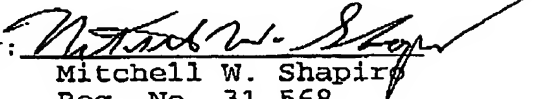
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to § 156 and § 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is an attorney of record.

The Commissioner is hereby authorized to charge to Deposit Account No. 50-1165 any fees under 37 C.F.R. §§ 1.16 and 1.17 that may be required by this paper and to credit any overpayment to that Account. If any extension of time is required in connection with the filing of this paper and

has not been requested separately, such extension is hereby requested.

Respectfully submitted,

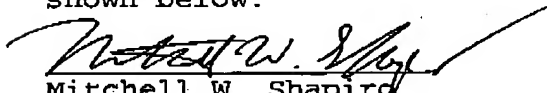
By:   
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June 7, 2005

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.

  
Mitchell W. Shapiro

June 7, 2005  
Date